

441

#20603

D. E. Skinner to Bank of Stevenson

Witnesseth, That the said party of the first part, for and in consideration of the sum of Seven Hundred Fifty and 00/100 Dollars, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, and to its successors and assigns, the following described tract or parcel of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

Commencing at the center of section 36, Township 3 north, range 7 E. W. M., thence west 660 feet; thence south 942 feet to the north side of Rock Creek Hot Springs Road; thence along the north side of said road S. 33° 50' E. 246 feet; thence south 42° 10' East 130 feet; thence S 60° 25' E. 190 feet; thence north 11° 19' w. 50 feet to the initial point of the tract hereby conveyed; thence from said initial point North 11° 19' W 125 feet; thence S 78° 41' W. 50 feet; thence S 11° 19' E 125 feet; thence north 78° 41' E 50 feet to the initial point.

together with all and singular the tenements, hereditaments and appurtenances thereunto be-
longing.

This conveyance is intended as a mortgage to secure the payment of Seven Hundred Fifty and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of seven per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date April 18, 1935, made by party of first part payable three years after date to the order of Bank of Stevenson, a corporation, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, its successors or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the others sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part its successors or assigns shall have the right to have included in the judgment which may be recovered a reasonable sum as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part its successors or assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The party of the first part agrees to keep the property insured in the sum of \$750.00 payable to the party of the second part as its interest may appear.

In case of the foreclosure of this mortgage, the party of the second part, its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

D. E. Skinner

(seal)